

The Honorable S. Kate Vaughan

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON AT TACOMA

PRABHJOT K. KANG,

Plaintiff,

v.

WESTERN GOVERNORS UNIVERSITY,

Defendant.

No. 3:22-cv-05861-SKV

DEFENDANT’S ANSWER TO
PLAINTIFF’S COMPLAINT

Defendant Western Governors University (“WGU” or “defendant”) answers plaintiff’s Complaint for a Civil Case Alleging Breach of Contract (“Complaint”) as follows:

I. THE PARTIES TO THIS COMPLAINT

1. Paragraphs A and B under this section of the Complaint list the parties. These paragraphs do not contain allegations to which an answer is required, and none is given. To the extent an answer is required, WGU is without sufficient information to form a belief as to the truth of the information contained in paragraph A and admits the accuracy of the information contained in paragraph B of the Complaint.

II. BASIS FOR JURISDICTION

2. The first unnumbered paragraph under this section of the Complaint contains a legal conclusion to which no answer is required, and none is given.

DEFENDANT’S ANSWER
(3:22-cv-05861-SKV) - 1

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1 3. WGU is without sufficient information to form a belief as to the truth of the
2 allegations contained in paragraph A part 1 under this section, and, therefore, denies it.

3 4. WGU admits the allegations contained in paragraph A part 2 under this section of
4 the Complaint.

5 **III. THE AMOUNT IN CONTROVERSY**

6 5. To the extent an answer is required to the unnumbered paragraph under this
7 section of the Complaint, which contains plaintiff's statement regarding the amount of damages
8 she is seeking, WGU acknowledges that plaintiff is seeking more than \$75,000 but denies
9 plaintiff is entitled to any relief from it.

10 **IV. STATEMENT OF CLAIM**

11 6. To the extent the allegations contained in the unnumbered paragraphs under this
12 section of the Complaint contain legal conclusions, no response is required, and none is given.
13 Responding to the factual allegations contained in the unnumbered paragraphs under this section
14 of the Complaint, WGU admits that the relationship between plaintiff and WGU was governed
15 by WGU's Student Handbook, which set out the duties and expectations of the university and
16 students, including the guidelines for disciplinary proceedings that were published in the Code of
17 Student Conduct. WGU further admits that in order to be awarded an MBA degree, plaintiff
18 would have had to complete all of her coursework appropriately and otherwise comply with the
19 Student Handbook, including the terms of the decision issued by the Student Conduct Board
20 following her plagiarism hearing. WGU denies the remaining factual allegations, including
21 allegations that plaintiff successfully completed the required coursework, that WGU inserted
22 falsified material into her essays to make it appear that she had cheated/plagiarized, and that it
23 tried to blackmail plaintiff.
24
25
26

V. RELIEF

7. To the extent an answer is required to the unnumbered paragraph under this section of the Complaint, which contains plaintiff's explanation of the amount of damages she will request and/or would accept under different scenarios, WGU denies plaintiff is entitled to any relief from it.

VI. CERTIFICATION AND CLOSING

8. Responding to the first unnumbered paragraph under this section of the Complaint, WGU contests plaintiff's certification under Federal Rule of Civil Procedure 11 that her Complaint complies with the requirements of that rule.

9. The second unnumbered paragraph under this section does not contain allegations to which an answer is required, and none is given.

ADDITIONAL AND AFFIRMATIVE DEFENSES

WGU further responds to the Complaint by alleging the following additional and affirmative defenses:

10. The Complaint, in whole or in part, fails to state a claim upon which relief may be granted.

11. Plaintiff's claims are barred by the doctrine of res judicata.

12. Plaintiff has waived and/or should be estopped on other legal or equitable grounds from asserting these additional claims against WGU. Plaintiff should also be barred from engaging in further litigation against WGU.

13. WGU did not breach any duty owed to plaintiff.

14. Plaintiff breached duties she owed pursuant to the Student Handbook.

1 15. Plaintiff did not comply with the terms of the decision issued by the Student
2 Conduct Board following her plagiarism hearing.

3 16. No act or omission of WGU was the proximate cause of any alleged injuries or
4 damages to plaintiff.

5 17. Plaintiff's claims are frivolous and advanced without reasonable cause.

6 18. Plaintiff's claims, including her allegations that defendants fraudulently altered
7 her essays, are not well-grounded in fact.

8 19. Any damages plaintiff suffered were the result of her own actions or failures to
9 act.

10 20. Plaintiff failed to mitigate any damages and failed to protect herself from
11 avoidable consequences.

12 21. Plaintiff is not entitled to the injunctive relief she seeks.

13 22. Plaintiff is not entitled to the punitive or emotional distress damages she seeks.

14 23. Defendant asserts these defenses in order to preserve its right to assert them at
15 trial, to give plaintiff notice that it may assert these defenses, and to avoid waiver of any
16 defenses. By giving this notice, WGU is not agreeing that it bears the burden of proof on any of
17 the facts or issues related to any of plaintiff's claims or its defenses in this matter. Washington
18 law controls which party bears the burden of proof.

19 24. WGU reserves the right to assert such other and further defenses as may become
20 available to it or apparent during the pendency of this case and reserves the right to amend its
21 answer to assert any such defenses.

PRAYER FOR RELIEF

WHEREFORE, having fully answered the Complaint, WGU prays for the following relief:

- A. Dismissal of plaintiff's Complaint with prejudice;
- B. An Order barring plaintiff from engaging in further litigation against WGU;
- C. An award of WGU's costs and attorneys' fees against plaintiff pursuant to RCW 4.84.185 and/or Fed. R. Civ. P. 11;
- D. Such other relief in favor of WGU as may be deemed just and equitable.

DATED this 30th day of November, 2022.

KELLER ROHRBACK L.L.P.

By s/ Beth M. Strosky

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Attorneys for Defendant

CERTIFICATE OF SERVICE

I hereby certify that on the 30th day of November, 2022, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF System, which will send notification of such filing to the following:

Prabhjot K. Kang
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Plaintiff Pro Per

SIGNED this 30th day of November, 2022, at Bainbridge Island, Washington.



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4881-2444-5760, v. 1

DEFENDANT'S ANSWER
(3:22-cv-05861-SKV) - 6

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